

IOWA WESTERN CC/IUOE #234 (BLUE COLLAR) 06-07

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

**IOWA WESTERN COMMUNITY
COLLEGE**

AND

**INTERNATIONAL UNION OF
OPERATING ENGINEERS**

LOCAL 234

EFFECTIVE JULY 1, 2006, TO JUNE 30, 2007

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ARTICLE 1

DEFINITIONS

Full-time Employee is an Employee employed forty (40) hours per week on a twelve (12) month basis.

Regular part-time Employee is an Employee employed twenty (20) hours but less than forty (40) hours per week on a twelve (12) month basis.

Employer as used in this Agreement shall mean Iowa Western Community College or its duly authorized representatives.

Union as used in this Agreement shall mean the International Union of Operating Engineers, Local 234, or its duly authorized representatives.

ARTICLE 2

HOURS OF WORK AND OVERTIME

Work Day. The normal work day for full-time Employees shall be eight (8) hours of work exclusive of an unpaid one-half (1/2) hour lunch period.

Work Week. The normal work week for full-time Employees shall consist of forty (40) hours of work in a seven (7) day period beginning 12:00 A.M. Sunday morning.

Overtime. An Employee who works approved hours in excess of forty (40) hours in a work week shall be paid one and one-half (1-1/2) times his/her regular straight-time hourly rate for each hour over forty (40) hours.

An Employee called outside of his/her shift will receive a minimum of three (3) hours pay at one and one-half (1-1/2) times his/her hourly rate. All work continuously in excess of the three (3) hour minimum will be paid at one and one-half (1-1/2) times his/her hourly rate. The above minimum three (3) hour requirement is excluded for the two (2) hour weekend daily checks.

Hours of holiday, vacation and sick leave shall be included in the calculation of the forty (40) hours for overtime purposes. Overtime payments shall not be compounded.

Snow Days. When the entire College is closed due to snow and is not governed by language in the above Article, the Employees will report to work and be paid by one of the two following methods:

1. Receive time and one and one-half (1-1/2) times his/her regular straight-time hourly rate for all hours worked regardless of whether he/she has reached forty (40) hours for the work.

2. Be paid his/her regular straight-time hourly rate for all hours worked that day. Such employee would then be entitled to a day off with pay in the future. Such time must be taken within a July 1 – July 1 period. The occurrence of such time off will be selected by the employee but must be approved by the Supervisor.

ARTICLE 3 **SENIORITY**

Seniority for an employee shall be defined as an employee's length of service since his/her last date of hire at the College to a position covered by this Agreement.

Probationary Period. A new employee is not entitled to any benefits under this Agreement for the first ninety (90) working days except as specifically provided in the Agreement.

Break in Seniority. An employee's seniority shall be broken by resignation or termination.

ARTICLE 4 **WAGES**

Pay Rates. Effective July 1, 2006, each employee covered by this Agreement shall receive a sixty (60) cents per hour increase on his/her 2005-2006 regular straight time hourly rate. In addition, David Hartje shall receive an additional thirty (30) cents per hour increase for the 2006-2007 contract.

Pay Periods. Employees covered by this Agreement shall be paid bi-weekly on alternating Tuesdays.

ARTICLE 5 **INSURANCE & COVERAGE**

Eligibility. Each full-time employee is eligible for group insurance.

Group Health Insurance. The employer shall make available a group Health Insurance Program. The employer shall contribute towards the monthly premiums as follows:

<u>Single Plan</u> -	\$384.59 per month
<u>Family Plan</u> -	\$786.29 per month

Dental Insurance. The employer shall make available a Dental Insurance Plan. The employer shall contribute towards the monthly premiums as follows:

<u>Single Plan</u> -	\$23.26 per month
<u>Family Plan</u> -	\$65.31 per month

Life Insurance. The Employer shall purchase a group term Life Insurance Policy with a face value of two times (2x) his/her annual straight-time hourly rate salary.

Long Term Disability. The Employer shall purchase a Long Term Disability Insurance Plan which will pay a monthly benefit of sixty (60) percent of the Employee's monthly salary until age 65. The plan shall have a ninety (90) day waiting period.

General Provisions. A full-time Employee shall be eligible for Health and Dental Insurance coverage the first of the month following his/her hiring date. The first of the month following completion of ninety (90) working days, the Employee shall be eligible for life and Long Term Disability Insurance.

All insurance programs are subject to the terms and conditions of the insurance carrier.

Insurance benefits shall cease at the end of the month in which he/she terminates, resigns or retires.

ARTICLE 6 **HOLIDAYS**

A full-time Employee shall be entitled to these following days of paid holidays if such days fall within his/her work schedule:

1. Memorial Day
2. Independence Day - July 4th
3. Labor Day
4. Thanksgiving Day
5. Friday following Thanksgiving Day
6. Two days at Christmas
7. Two days at New Year's
8. Any day during the Christmas/New Year's holiday period which is designated by the Board as a holiday and the entire College is closed will be recognized as a paid holiday under this Article.

An Employee shall be eligible for pay for any holiday falling on a normal work day provided he/she worked his/her last regularly scheduled shift before and after the holiday or was on approved vacation.

An eligible Employee shall be paid his/her current straight-time hourly rate times the appropriate number of hours for that day.

Upon completion of ninety (90) working days, the new Employee shall be paid for any holiday which occurred during the first ninety (90) days of employment for which he/she would have been eligible.

ARTICLE 7 **VACATIONS**

A full-time Employee shall be granted vacation based upon the following years of continuous service as of July 1 each year:

1 st year -	10 days (or pro-rated)
2 nd - 11 th years -	additional day each year to a maximum of 20 days

Vacations must be requested and approved in advance by the Supervisor. Requests shall be filed sufficiently in advance of vacation dates to allow proper planning by the Employer. The Employer retains the right to schedule vacations for Employees.

An Employee hired during a year shall receive five-sixth (5/6th) of a day per month for the portion of the year worked.

Vacation must be taken in the twelve (12) month period following the period in which earned.

The rate of pay for vacation shall be computed at the Employee's straight-time hourly rate.

Vacation may be used in increments of one-half (1/2) days, if approved by the Supervisor.

ARTICLE 8 **LEAVES OF ABSENCE**

A full-time Employee will accumulate leave of absence for personal illness or injury as of July 1 of each year as follows:

	<u>12 months</u>
First year	13 days
Second year	14 days
Third year	15 days
Fourth year	16 days
Fifth year	17 days
Sixth year	18 days

An Employee may accumulate up to a maximum of one hundred five (105) days.

A full-time Employee hired after July 1 of each year will have his/her leave pro-rated on the basis of actual months worked for the first year.

The Employer may request written evidence verifying the need of this leave.

Critical Illness Leave. In the event of critical illness of a member of the full-time Employee's immediate family, leave of absence may be granted. Critical illness shall mean life threatening and under the care of a physician.

Immediate family shall mean spouse, son, daughter, father, mother and grandchildren.

The Employee will notify the immediate Supervisor as soon as possible for approval of such leave.

The Employer may require written evidence verifying such illness.

Death in the Immediate Family. In the event of death of a full-time Employee's immediate family, leave of absence for up to five (5) days annually shall be granted to attend the funeral.

Immediate family shall mean spouse, child, parent, brother, sister, grandparents and grandchildren, father-in-law and mother-in-law.

An Employee may have up to two (2) days of leave per year with pay to attend the funeral of relatives not listed above.

The Employee will notify the immediate Supervisor as soon as possible for approval of such leave.

The Employer may require written evidence verifying such death.

Jury Duty. An Employee who is selected for or serves on a jury shall be granted time off with pay. Any remuneration received by the Employee for jury duty will be signed over to the Employer.

Military Leave. An Employee who is required to attend Summer Training Camp as part of his/her military obligation will receive pay from the College up to his/her daily pay with the College for up to two (2) weeks per year.

Other Leaves. A full-time Employee may be granted an additional leave of absence at the discretion of the President or his/her designee. The decision to grant or deny such leave is not subject to the grievance procedure.

ARTICLE 9
EVALUATION

Each non-probationary Employee will be evaluated on his/her performance once a year.

The Supervisor shall discuss such evaluation with the Employee.

During the year, any material as to the performance of duties by a non-probationary Employee will be discussed with the Employee before being included in his/her personnel file.

ARTICLE 10
REDUCTION IN STAFF

In the event it becomes necessary to reduce staff, the Employer will retain the Employee(s) with the best work record. If the decision is between Employees with the same work record, seniority shall then be considered in making any final decision.

An Employee, other than a probationary Employee, reduced under this procedure shall have recall rights for up to twelve (12) months from the effective date of lay-off to the job he held at the time of lay-off.

An Employee laid off under this procedure shall be required to keep a current address on file with the Employer. The Employee must respond to the recall notice within five (5) calendar days from mailing. Failure to notify the Employer within those five (5) calendar days from mailing will terminate any rights of the Employee to re-employment.

ARTICLE 11
HEALTH AND SAFETY

The Employer will endeavor to maintain safe working conditions. An Employee is responsible for reporting unsafe working conditions to his/her immediate Supervisor.

The Employer shall furnish protective equipment, not clothing nor shoes required by safety procedures. The Employee will be required to make proper use of such safety equipment.

After commencement of employment, the Employer may, at any time, require the Employee to submit to a medical examination by a physician of the Employer's choosing at the Employer's expense.

ARTICLE 12

DUES DEDUCTIONS

Upon written authorization by an Employee, the Employer will deduct Union membership dues from his/her monthly salary. Such authorization shall continue in effect from year to year unless revoked, in writing, by a thirty (30) day notice to the Employer and to the Union.

The Employer shall deduct the amount authorized in the number of equal payments determined by the Employee at the beginning of the Employee's year. Such determination shall remain in effect for the remainder of the year.

The Employer shall transmit to the Union the total monthly deduction for Union dues within ten (10) working days following each regular period, and a listing of the Employees for whom deduction were made.

The Union agrees to indemnify and hold harmless the Board, each individual Board Member, and all Administrators against any claims, costs, suits, and all court costs arising out of the provisions in the agreement between the parties for dues check-off, except in those cases where one (1) or more party's negligence has given rise to such claims, costs, suits and court costs.

ARTICLE 13

GRIEVANCE PROCEDURES

Definition. A grievance is an allegation of a violation of the terms of this Agreement.

A grievant is the person, persons, or Union filing the grievance.

Procedure.

- STEP 1:** Within ten (10) calendar days from the date of the occurrence of the alleged violation, or within ten (10) calendar days of the date which the grievant and/or Union should have been aware of the alleged violation, the grievant shall meet with his/her immediate Supervisor in an attempt to resolve the issue. A written record of this meeting shall be prepared by the Supervisor. A copy shall be sent to the Union and to the Employee.
- STEP 2:** If after the informal discussion in Step 1 the matter is unresolved, the grievant may file a written grievance (Appendix A) within ten (10) calendar days from the date of the Step 1 meeting with the immediate Supervisor. The written grievance shall state the facts surrounding the grievance and specifically include name(s) of grievant(s), date of alleged violation, statement of facts, article or section of Contract violated and remedy requested.

Within ten (10) calendar days of the receipt of the grievance, the immediate Supervisor shall render a written decision to the grievant and a copy to the Union.

STEP 3: If Step 2 does not resolve the issue, the grievant may submit the written grievance to the President within ten (10) calendar days from the answer in Step 2. The President or his/her designee shall submit a written decision to the grievant and a copy to the Union within ten (10) calendar days of receipt of the grievance.

STEP 4: If Step 3 does not resolve the issue, the grievant and the Union shall notify the President within ten (10) calendar days after the answer in Step 3 that grievance will be submitted to arbitration. The Union shall request a list of arbitrators from the American Arbitration Association within ten (10) calendar days of the notice to the President as provided in the preceding paragraph.

The parties shall comply with the rules and procedures of the American Arbitration Association.

The arbitrator shall have no authority to amend, modify, nullify, or add to the provisions of this Agreement. The arbitrator's decision will be final and binding upon both parties, unless he/she has exceeded the authority listed above.

The entire cost of the arbitrator's service shall be borne equally by the parties. Other expenses shall be paid by the party incurring same.

General Provisions. Time limits may be extended by mutual consent of the parties, in writing.

The parties may mutually agree to meetings at any step in the procedure.

Any meeting(s) relative to Steps 1 - 4 above, will be held outside the normal work day.

Failure by the grievant to process a grievance within the time limits at any step of the procedure shall be a bar to processing the grievance any further.

Should the Employer fail to answer the grievance within the time limits at any step of the procedure, the grievance shall automatically move to the next step, except arbitration, which shall require the positive steps outlined in Step 4.

The grievant may have a Union Representative present at Step 2 and above of the procedure.

ARTICLE 14
POSTING

The College will post any vacant position in the Engineering Department internally for five (5) days.

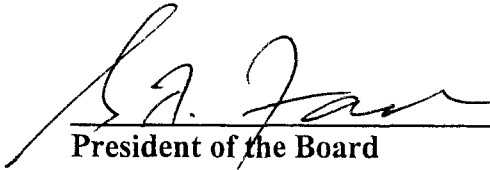
ARTICLE 15
DURATION AND SIGNATURE

The aforementioned articles are the complete Agreement between the College and the Union.


This Agreement shall be effective from July 1, 2006, and continue in effect through June 30, 2007.

This Agreement may not be extended orally. Any extension must be in writing and signed by both parties.

FOR THE COLLEGE



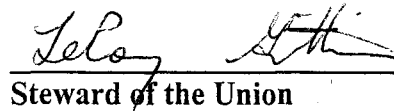
President of the Board



Chief Negotiator

Dated June 12, 2006

FOR THE UNION



Steward of the Union



Chief Negotiator

Dated June 23, 2006

SIDE LETTER AGREEMENT
CALL-OUT

The parties agreed, during the negotiations for the 2005-2006 contract, to initiate a new pay practice for emergency call-out time. Emergency shall not be routine services provided by the employee for snow removal.

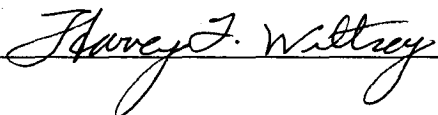
The practice is:

An employee called out for an emergency between 10:00 p.m. and 3:00 a.m., which does not continue until the start of his/her shift, be paid one and one-half (1-1/2) times his/her hourly rate.

This Agreement is for the 2006-2007 contract period only. The existence of this Agreement may not be cited by either party in future negotiations and/or hearings.

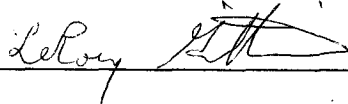
The parties may mutually agree to extend the practice during the next negotiations.

FOR THE COLLEGE



Dated June 12, 2006

FOR THE UNION



Dated June 12, 2006